

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO MODIFICATION TWO (2)		3. EFFECTIVE DATE MAY 1, 2000	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO (If applicable)
6. ISSUED BY CODE			7. ADMINISTERED BY (If other than Item 6) CODE	

FAA, MIKE MONRONEY AERONAUTICAL CENTER
CENTER ACQUISITION DIVISION AMQ-340
P O BOX 25082
OKLAHOMA CITY OK 73125-4932

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X) 9A. AMENDMENT OF SOLICITATION NO
OMNI CORPORATION 2725 BROADBENT PKWY., SUITE B ALBUQUERQUE, NM 87107-1635		9B. DATED (SEE ITEM 11)
CODE		10A. MODIFICATION OF CONTRACT/ORDER NO X DTFA-02-99-D-15151
FACILITY CODE		10B. DATED (SEE ITEM 13) 9-15-99

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning [] copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C.
	D. OTHER (Specify type of modification and authority)
X	UNILATERAL---Contract Clause 3.10.1-14, Changes--Time and Materials or Labor Hours (April 1996).
X	E. IMPORTANT: Contractor [XX] IS NOT required to sign this document.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract DTFA-02-99-D-15151 is modified as follows:

See Page 2 of 2 for details of changes.

(mod15151one.doc)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		STEVE RIDGEWAY CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY: <i>Steve Ridgeway</i>	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	7-31-00

- A. As a result of increased security at the Mike Monroney Aeronautical Center (MMAC), this unilateral modification is issued to incorporate the new and/or revised security procedures, effective May 1, 2000.
- B. Clause H.7, Government-Issued Keys/Identification Badges and Vehicle Decals (APRIL 1998), is deleted in its entirety and replaced with Clause H.7, Government-Issued Keys/Identification Badges and Vehicle Decals (APRIL 2000-draft).
- C. Clause H.11 Security Investigation of Contractor Personnel (APRIL 1998), is deleted in its entirety.
- D. Clause H.9, Notification of Criminal Activity by Contract Employee (JAN 1997), is deleted in its entirety and replaced with Clause H.9, Notification of Criminal Activity by Contract Employee (MAR 2000).
- E. Clause 3.13-6 Security Requirements (FEBRUARY 2000) (Revised), is added to Part II - Section I -- Contract Clauses.
- F. Clause 3.13-8, Foreign Nationals As Contractor Employees (FEBRUARY 2000), is added to Part II -- Section I -- Contract Clauses.
- G. The total estimated value of the contract remains unchanged.
- H. Except as provided herein, all other terms and conditions of contract DTFA-02-99-D-15151, as heretofore changed, remains unchanged and in full force and effect.
* * * * * END * * * * *

**GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES
AND VEHICLE DECALS (APRIL 2000-draft)**

CLA.3403

- (a) It may become necessary for the Government to issue keys, identification (ID) cards or vehicle decals to contractor personnel. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such government issued items to the issuing office with notification to the Contracting Officer Representative (COR).
- When contract employees who have been issued such items, either directly by the Government or through the contract supervisor, no longer require them to perform the work, the Government issued items shall be returned to the Government within three workdays. Additionally, unauthorized duplication or use of such keys, ID cards or decals is a violation of security procedures and is prohibited.
- (b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, ID card, or vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, any amount so withheld will be forfeited by the contractor.
- (c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flightline identification card and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.
- (d) The Government retains the right to inspect, inventory, or audit the ID cards, keys, vehicle decals and RUSCARDS issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.
- (e) Keys shall be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost keys or identification media shall immediately be reported concurrently to the Contracting Officer (CO), COR, the Civil Aviation Security Division, AMC-700 and the Office of Facility Management, AMP-300. RUSCARD keys shall be handled in the same manner as metal keys.
- (f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her current and valid identification card on the front portion of their body between the neck and waist.
- (1) Prior to any contractor personnel obtaining any pass or ID, the contractor shall submit complete documentation required under AMS Clause 3.13-6 Security Requirements.
- (2) To obtain the ID card each employee shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by AMS Clause 3.13-6, Security Requirements is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to the Civil Aviation Security Division, AMC-700 in the Airmen Records Building (ARB), Rm. 124, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Civil Aviation Security Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.
- (3) The contractor's project manager shall receive and sign for each ID card issued on the reverse of the DOT 1681. The DOT 1681 will be retained by the Government for accountability purposes.
- (g) The contractor is responsible for ensuring final clearance is accomplished for all departing contract employees. Final clearance will be accomplished by close of business the final workday of the contract employee or the next day under special conditions. Aeronautical Center Form AC 3370-2, Contract Employee Clearance Form will be completed by the contractor and copies will be distributed to the COR, CO, and AMC-700 after completion.

3.13-6 SECURITY REQUIREMENTS (February 2000) (Revised)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to: (1) FAA facilities, (2) classified information, (3) sensitive information, and/or resources regardless of the location where such access occurs.

(b) Consistent with FAA Security Policy, the FAA Servicing Security Element (SSE) has designated risk levels for the following positions under the contract:

(i) Consistent with FAA Security Policy, the FAA Servicing Security Element (SSE) has designated risk levels for all support positions under this contract as either a Level 1 or 5. Specific information for each labor category is located in the contract file.

(c) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

-Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

-One single sheet fingerprint chart (FD-258). Fingerprinting facilities are available through the SSE and local police department. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60 day period preceding the submission.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as consistent with FAA Security Policy. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of the FAA Security Policy, it shall be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for which a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth and social security number of the employee as well as the name of the investigating entity and approximate date the previous background investigation was completed.

The contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

Manager, Investigations Division, ACO-300
Office of Civil Aviation Security
800 Independence Ave. SW
Washington, D.C. 20591

Mike Monroney Aeronautical Center Contracts:

Mgr., Investigations and Internal Security
Branch, AMC-700
Federal Aviation Administration
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to Section (c) of this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(d) The contractor shall submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (b) of this Clause.

(e) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has granted its approval. However, if this provision is added by modification to an existing contract, employees performing in the positions listed above may continue work on the contract pending the submittal of necessary forms, if any, and completion of a suitability investigation by the SSE, subject to the following conditions: None

(f) The Contractor shall submit monthly reports providing the following information to the Contracting Officer with a copy to the SSE and the COTR on or before the fifth day following each report period:

(1) A complete listing by full name in alphabetical order with the date of birth and social security number, of all contractor personnel who worked at an FAA facility anytime during the report month (date of birth and social security number shall be omitted from CO and COTR copies of report(s)). Also, include those employees on furlough or not working at a FAA facility who still hold the FAA facility's keys or badges.

(2) The list shall show the shift(s) worked by that person and FAA facility location of that person's work site (i.e., building, room, area, etc.).

(g) The Contractor shall notify the SSE within one (1) day after any employee identified pursuant to Section (b) of this Clause is terminated from employment.

(h) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including fingerprinting) deemed necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause shall apply.

(i) Failure to submit information required by this clause within the time required is a material breach of the contract.

(j) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(k) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (k), but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access as stated in paragraph (a). (End of Clause)

NOTIFICATION OF CRIMINAL ACTIVITY BY CONTRACT EMPLOYEE (MAR 2000)
CLA.0060

Upon learning that a contract employee has been charged by a law enforcement agency for any offense other than minor traffic offense, the contractor shall be required to provide written notification within one workday to the Contracting Officer. The Contracting Officer shall then notify AMC-700 in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$300 or less.

3.13-8 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (February 2000)

Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.
(End of Clause)